

1 IN THE UNITED STATES DISTRICT COURT

2 MIDDLE DISTRICT OF FLORIDA

3 TAMPA DIVISION

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5 REBOTIX REPAIR LLC, :  
6 Plaintiff, :  
7 vs. : No. 8:20-CV-02274  
8 INTUITIVE SURGICAL, INC., :  
9 Defendant. :  
10 \_\_\_\_\_ :  
11 :  
12 :  
13 HIGHLY CONFIDENTIAL

14 REMOTE DEPOSITION OF GLENN VAVOSO

15 May 14, 2021

22 Job No. 194104

23 Stenographically reported by:

24 LAURA AXELSEN, CSR NO. 6173

25 RMR, CCRR, CRR, CRC

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6 Plaintiff, :  
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8 INTUITIVE SURGICAL, INC., :  
9 Defendant. :  
10 \_\_\_\_\_ :  
11

12 BE IT REMEMBERED THAT, pursuant to Notice and  
13 on Friday, May 14, 2021, 9:05 a.m., with all  
14 participants being present via Zoom  
15 videoconference before me, LAURA AXELSEN, a  
16 Certified Shorthand Reporter, remotely appeared  
17 GLENN VAVOSO,  
18 called as a witness by the plaintiff.

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1 APPEARANCES

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3 FOR THE PLAINTIFF:

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5 DOVEL & LUNER

6 BY: ALEXANDER ERWIG, ESQ.

7 JULIEN ADAMS, ESQ.

8 201 Santa Monica Boulevard

9 Santa Monica, California 90401

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11 FOR THE DEFENDANT:

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13 SKADDEN, ARPS, SLATE, MEAGHER & FLOM

14 BY: KAREN LENT, ESQ.

15 ALENA PERSZYK, ESQ.

16 One Manhattan West

17 New York, New York 10001

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19 There being also present Thomas D'Anieri,

20 Naomi Caldwell, and Jacob Arvold, videographer.

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1 to its maximum number of uses. Do you see that?

2 A. Yes.

3 Q. What do you understand that to mean?

4 A. The instruments have a designated number of  
5 lives. And once those lives are used, then the  
6 license has expired.

7 Q. Is it your understanding that hospitals can  
8 repair, refurbish, or recondition an EndoWrist prior  
9 to its use counter expiring?

10 A. My understanding, that occurs, yes.

11 Q. Well, it's not a question of if it occurs.

12 My question right now is just about the words in  
13 this contract. And it reads, Any other use is  
14 prohibited whether before or after the instrument or  
15 accessories license expiration, including repair,  
16 refurbishment, so forth.

17 Do you see that?

18 A. I do.

19 Q. Is it your understanding that this sales  
20 contract prohibits hospitals from repairing,  
21 refurbishing, or reconditioning their EndoWrists  
22 regardless of how many uses are remaining?

23 A. Yes.

24 Q. So, for example, if there's some uses left  
25 on the use counter and some graspers have become

1 misaligned, the hospital is not permitted, under  
2 this sales contract, to realign those graspers,  
3 true?

4 A. It says that they would be prohibited from  
5 modifying or repairing that instrument.

6 Q. And realigning graspers, that would be --  
7 would that be a repair of the instrument?

8 A. Could fall in the definition of repair.

9 Q. I want to get a sense of it. I'm not too  
10 concerned of whether it falls under the definition  
11 of repair or refurbishment. I just want to get a  
12 sense of if a hospital realigns the graspers on an  
13 EndoWrist after they become misaligned, that's  
14 something that's prohibited by Section 8 of this  
15 sales contract, right?

16 A. It would be.

17 MS. LENT: Objection.

18 MR. ERWIG: Q. This paragraph, paragraph  
19 8, does this appear in each of the sales contracts  
20 that Intuitive has with hospitals who purchase the  
21 da Vinci surgical robot?

22 A. To my knowledge, yes.

23 Q. Is it your understanding, is -- withdrawn.  
24 As Intuitive's 30(b)(6) witness, can you  
25 identify any sales contract with the hospital that